

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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ALCAS CORPORATION and  
VECTOR MARKETING CORPORATION,

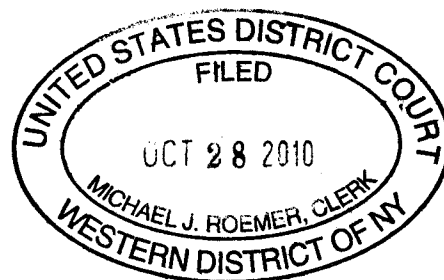
Plaintiffs,

vs.

JOSEPH E. GILER,

Defendant.

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**ORDER GRANTING  
PERMANENT INJUNCTION**

08-CV-379C

Plaintiffs having moved this Court for a Default Judgment, Entry of a Permanent Injunction, Leave to Conduct Discovery and Attorneys' Fees; the Court having reviewed the papers filed in support thereof, and the Complaint and other pleadings previously filed in this matter; Plaintiffs thus having succeeded on the merits of Counts I through VII pled in their Complaint, and the Court having found that entry of a permanent injunction is appropriate and warranted; and other good cause appearing and having been shown:

IT IS ON THIS 28 DAY of OCTOBER, 2010,

**ORDERED** that Plaintiffs' motion for a Permanent Injunction shall be and hereby is  
**GRANTED;**

**IT IS FURTHER ORDERED** that Defendant Giler and his agents, employees, representatives, and those persons in active concert of participation with him are hereby permanently enjoined and restrained from:

- (a) Using or displaying the CUTCO trademark, or any mark similar to the CUTCO mark, in any manner in connection with the marketing, promotion, advertising or sale of any services or products related to knives or cutlery (including, but not limited

to, use in any sign, banner, packaging or labeling, clothing, picture, graphic, advertisement, promotional material, display, newsletter, brochure, business card, or Internet website);

(b) Advertising, displaying, offering for sale or selling any CUTCO branded products or materials;

(c) Advertising, displaying, promoting, marketing, offering for sale, or selling any other services or products under or containing a mark or trade name identical or similar to any of plaintiffs' marks, whether alone or in combination with any other term, symbol, or design;

(d) Representing or otherwise claiming to be an "authorized dealer" of CUTCO products or claiming any other association with plaintiffs or the CUTCO marks;

(e) Otherwise infringing on or interfering with plaintiffs' exclusive rights in and to any marks; and

(f) Passing off defendant's products or services as those of the plaintiffs.

**IT IS FURTHER ORDERED** that defendant Giler and his agents, employees, representatives, and those persons in active concert with him are hereby permanently enjoined and restrained from using, displaying, copying or reproducing any copyrighted materials of plaintiffs, including the copyrighted materials attached as Exhibits B and C to the Complaint.

Buffalo, New York

10/28, 2010

  
HON. JOHN T. CURTIN  
UNITED STATES DISTRICT JUDGE